

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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THE LAW OFFICES OF NEAL BRICKMAN, P.C.,
and NEAL BRICKMAN,

Plaintiffs,

Case No.: 1:24-cv-08400 (DLC) (HJR)

- against -

STIPULATION AND ORDER

CITIBANK N.A.,

Defendant.
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WHEREAS, Plaintiffs, The Law Offices of Neal Brickman, P.C. and Neal Brickman (hereinafter “Plaintiffs”), commenced the instant action against the defendants Citibank, N.A.; and

WHEREAS, the Defendant Citibank, N.A. (“Citibank” or “Defendant” and together with Plaintiffs, the “Parties”) having appeared in the instant action by its attorney, Zeichner Ellman & Krause LLP; and

WHEREAS, the Parties have agreed to arbitrate this dispute pursuant to this Stipulation and Order and pursuant to the terms as set forth herein:

IT IS HEREBY STIPULATED AND ORDERED, that the Parties are to proceed to arbitration under the auspices of the American Arbitration Association (“AAA”), Commercial Rules, and that Plaintiffs must file a demand for arbitration with the AAA and follow its rules and procedures for initiating and pursuing arbitration on or before December 15, 2024; and

IT IS FURTHER STIPULATED AND ORDERED, that the arbitration shall be conducted at AAA’s New York City offices and the arbitration shall be decided by a single, neutral arbitrator with the arbitrator either being a lawyer with at least ten years’ experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the AAA Commercial Arbitration Rules, except that it has already been

agreed that the Parties shall each be permitted, without leave of the arbitrator, to conduct up to three depositions, including that of a corporate representative, and that each Party shall be permitted the opportunity to serve contention interrogatories and requests for document productions. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by either party. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. The decision rendered by the arbitrator shall be in writing; and shall include a statement of the arbitrator's reasons (i.e. a Reasoned Award).

The Plaintiff, upon initiating the arbitration, shall pay the initial filing fee, which if Plaintiff prevails and an award is rendered in favor of Plaintiff, Defendant will reimburse Plaintiff for the initial filing fee. If there is a hearing, Defendant will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, Defendants will advance or reimburse filing and other fees if the arbitrator rules that Plaintiff cannot afford to pay them or finds other good cause for requiring it to do so, or if Plaintiff asks Defendants and Defendants determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses,

regardless of who prevails, but a party may recover any or all cost and fees, including reasonable attorneys' fees, from the other party if the arbitrator, applying applicable law, so determines.

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within thirty days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

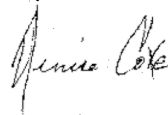
The Parties agree that their relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state of New York shall apply.

IT IS FURTHER STIPULATED AND ORDERED, that the above-titled action is stayed until the arbitration has been concluded and an award made in accordance with this stipulation and order.

IT IS FURTHER STIPULATED AND ORDERED, that this Stipulation may be signed in counterparts and filed without further notice with the Clerk of the Court and that facsimile copies shall be deemed originals.


Dated: New York, New York
November 26, 2024

So ordered. A joint status letter is due
May 27, 2025.

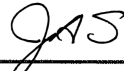


November 27, 2024

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